

VoteSure llc

AGREEMENT OF SALE

I Items to be sold:

A. Intellectual property, encompassing:

1. U.S. Patent Application for Voting Machine not yet filed but consisting of a punch voting machine with light verification feedback.
2. Voting Device currently in PTO with SN 09/895,190

B. Valuation of said intellectual properties:

1. 1 and 2 is zero dollars prior to allowance of one or more claims by the PTO and successful bench tests.

II Date of Sale: September 16, 2003

III Seller: William S. Rouverol, sole owner of above-mentioned intellectual property.

IV Buyer: VoteSure LLC, by Franz Ross, member-manager

V Remuneration:

Seller to receive from VoteSure LLC capital equity in the company sufficient to give him not less than 70% (seventy percent) of the total capital equity of the company at such time as:

1. Allowed claims in intellectual property items IA (1 or 2) confirm their patentability.

No other transfer of money or property shall be required of either buyer or seller.

1735 Martin Luther King Way
Berkeley, Ca 94709
email: franz@votesure.com

Tel. (510) 841-2683
Fax (510) 841-2695
Web: www.votesure.com

VoteSure llc**IV Additional Conditions:**

1. All future patent prosecution costs shall be met by the buyer for both domestic and foreign patent applications and maintenance fees.
2. Seller shall be awarded a complementary membership in VoteSure LLC, but with zero capital equity until the above-mentioned patent applications have one or more claims allowed and successful bench tests have been conducted.
3. The price and offered fraction of increased total equity shall be approved by all equity-holding members.
4. The percent dilution of all outstanding equity units produced by sale of new units shall be the same.
5. No equity units may be sold or transferred without the unanimous approval of all VoteSure LLC members.
6. No patent rights under the Intellectual property items listed in IA above may be transferred or sold without the unanimous approval VoteSure LLC members.
7. In the event of the death or disability of Franz Ross during the first ten years of this agreement, the managers of VoteSure LLC shall transfer the unserved portion of Franz Ross' 30% capital equity to his successor.
8. In the event of the death or disability of William S. Rouverol, his 70% capital equity shall go to his estate or Sandra Rouverol under terms specified in his will or his marital dissolution agreement. (Note: 30% and 70% capital equity figures refer to holding ratio prior to dilution that is a result of the sale of equity to new investors.)

Signatures:

Franz Ross
Franz Ross

William S. Rouverol
William S. Rouverol

Date: September 16, 2003

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FEDERAL TAX CENTER

SEP 17 2003

OFFICIAL

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